

SERIAL 10104 ITN CREDIT AND DEBIT CARD PROCESSING SERVICES

DATE OF LAST REVISION: March 30, 2011

CONTRACT END DATE: March 31, 2016

CONTRACT PERIOD THROUGH MARCH 31, 2016

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CREDIT AND DEBIT CARD PROCESSING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 30, 2011 (Eff. 04/01/11)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

SD/mm
Attach

Copy to: Materials Management
John Lewis, Finance
Shelby Scharbach, Finance

(Please remove Serial 05151-RFP from your contract notebooks)



CONTRACT PURSUANT TO SERIAL 10104-ITN

This Contract is entered into this thirtieth (30th) day of March, 2011 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Fidelity Information Services (FIS) an Arkansas corporation ("Contractor") for the purchase of Credit/Debit Card Processing services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the first day (1st) of April, 2011 and ending the thirty-first (31st) day of March 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional term up to a maximum of five (5) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A or A-1 (Optional Pricing.)" All fees shall be added to or deducted from transaction amount.

3.2 INVOICES AND PAYMENTS (EQUIPMENT AND NON CARD TRANSACTIONS):

- 3.2.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity of transactions and transaction numbers
- Contract Item number(s)
- Description of Purchase (services)

- Pricing per unit of service
- Extended price
- Total Amount Due

3.2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

3.2.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.2.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the gross negligent acts, errors, omissions, or willful misconduct relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

- 5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it except in respect to the County's sole negligence.
- 5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.2.6 County reserves the right to request and to receive, within 10 working days of contract award, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as certificate holders.
- 5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 5.2.9 Commercial General Liability.
Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 5.2.11 Workers' Compensation.
- 5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or

commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

After award and prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

5.2.13.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

5.2.13.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 WARRANTY OF SERVICES:

5.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract. County's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

5.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

5.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Fidelity Information Services (FIS)
113 Seaboard Lane, Suite A-250
Franklin, TN. 37067

5.5 REQUIREMENTS CONTRACT:

- 5.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any services will be required (minimum or maximum). Transactions will only be processed as required by the County.

5.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.7 TERMINATION FOR DEFAULT:

- 5.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 5.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 5.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 5.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor has been previously notified it owns, to the County for damages resulting from breach or deficiencies in performance under this contract subject to the County have given Contractor prior notice.

5.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.14 RETENTION OF RECORDS:

5.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials. County agrees to give Contractor at least 15 days notice for all requests.

5.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.16 ALTERNATIVE DISPUTE RESOLUTION:

5.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve

as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.16.1.1 Render a decision;

5.16.1.2 Notify the parties that the exhibits are available for retrieval; and

5.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 5.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:
- 5.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 5.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
- 5.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 5.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 5.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 5.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 5.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 5.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.23 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.24 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.25 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.25.1 Exhibit A and A-1, Pricing;

5.25.2 Exhibit B, Scope of Work;

5.25.3 Exhibit B-1, Transaction Reversal Procedures

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Holly Huggins
AUTHORIZED SIGNATURE

Holly Huggins, VP
PRINTED NAME AND TITLE

113 Seaboard Lane, Ste A-250
ADDRESS Franklin, TN 37067

2/22/11
DATE

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

MAR 30 2011
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD

MAR 30 2011
DATE

APPROVED AS TO FORM:

[Signature]
LEGAL COUNSEL

March 18 2011
DATE

EXHIBIT A PRICING

SERIAL 10104-ITN

NIGP CODE: 94635

RESPONDENT'S NAME:

FIS (FIDELITY INFORMATION SYSTEMS)

COUNTY VENDOR NUMBER :

F000000063

ADDRESS:

113 Seaboard Lane, Suite A-250, Franklin, TN 37067

TELEPHONE NUMBER:

615-665-6860

FACSIMILE NUMBER:

615-665-8335

WEB SITE:

www.fisglobal.com

CONTACT (REPRESENTATIVE):

Tammi Rowlan, Sr. Sales Representative

REPRESENTATIVE'S E-MAIL

ADDRESS:

tammi.rowlan@fisglobal.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM
THIS CONTRACT

YES

1.0 PRICING:

1.1 NET FEES (CREDIT CARDS)

1.1.1 TRANSACTION CHARGE

\$0.12

PER TRANSACTION

Visa/MC interchange rates have been included as Appendix D.

1.2 GROSS FEE (CONVIENCE FEE MODEL)

1.2.1 PERCENTAGE OF TRANSACTION

2.35%

1.2.2 MINIMUM FEE

\$1.49

1.2.3 CREDIT CARD TRANSACTION FEE'S

RESPONDENT MUST PICK ONE OR THE OTHER, BUT NOT BOTH.

Payment Amount		Fees	Fees
From	To	\$	%
\$0.00	\$59.99	\$1.41	
\$60.00	\$79.99	\$1.90	
\$80.00	\$99.99	\$2.35	
\$100.00	\$119.99	\$2.75	
\$120.00	\$139.99	\$3.25	
\$140.00	\$159.99	\$3.75	
\$160.00	\$179.99	\$4.25	
\$180.00	\$199.99	\$4.75	
\$200.00	\$219.99	\$5.25	
\$220.00	\$239.99	\$5.75	
\$240.00	\$299.99	\$6.25	
\$300.00	\$399.99	\$9.40	
\$400.00	\$599.99	\$14.10	
\$600.00	\$999.99	\$23.50	
\$1,000.00	\$1,399.99	\$32.90	
\$1,400.00	\$1,999.99	\$47.00	
\$2,000.00	\$2,699.99	\$63.45	
\$2,700.00	\$3,499.99	\$82.25	

\$3,500.00	\$4,399.99	\$103.40	
\$4,400.00	\$5,399.99	\$126.90	
\$5,400.00	\$6,399.99	\$150.40	
\$6,400.00	\$7,399.99	\$173.90	
\$7,400.00	\$8,699.99	\$204.45	
\$8,700.00	\$10,399.99	\$244.40	

FIS/Metavante Notes: • FIS (Metavante) reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. This Option is specifically designed for those applications that do NOT qualify for the Visa Tax Program and which follow the standard set of rules and regulations that govern the Convenience Fees. • A fixed or variable convenience fee will be set up-front for all payment applications based on the average payment size of credit card transactions. • A convenience fee may not be charged for non-tax over the counter payments. This applies to all card types and transactions. Note that at least initially, the over the counter payment scenario will be one that a lot of departments will want to implement. • A convenience fee may be charged for transactions made over the Internet, IVR, phone and mail. The fee will be a flat amount based the average transaction value of the particular service or product and applies to all card types and transactions (regardless of value).

1.3 EQUIPMENT COSTS:

1.3.1 SWIPE MACHINE WITH PIN PAD

\$ Please See Rates below

PER UNIT

(ATTACH A LIST WITH PRICES WITH THE COST OF ALL OTHER EQUIPMENT.

Terminals & Equipment - Purchase Rates	Purchase Rate	Frequency
Verifone vx570 (dual comm.)	\$394.66	Per Item
VeriFone PP1000SE – Terminal or PC Tethered	\$95.00	Per Item
Magtek Mini MICR (Check reader-Imager)	\$183.75	Per Item
Imprinter (Bartizan	\$35.00	Per Item
Shipping	Pass-through	Per Event
Encryption Key Injection	Waived	Per Event
Download Fee to County Owned Terminals	\$15.00	Per Event
Supplies/Cables	Pass-through	Per Event

Terminals & Equipment	Short Term Rental Rate	Long Term Rental Rate	Frequency
Verifone vx570 (dual comm.)	\$59.00	\$27.00	Per Item Per Month
VeriFone PP1000SE – Terminal or PC Tethered	\$40.00	\$9.99	Per Item Per Month
Magtek Minni MICR (Check Reader-Imager)	N/A	\$12.00	Per Item Per Month
Shipping	Pass-through		Per Event
Encryption Key Injection	waived	N/A	Per Event
Download Fee to County owned Terminals	\$15.00	N/A	Per Event
Supplies/Cables	Pass-through		Per Event

FIS/Metavante Notes:

* Terminals listed are provided at no cost if each terminal averages at least five (5) transactions per day based on twenty (20) available days a month.

EXHIBIT A-1**Option A: Non-Tax Transaction Convenience Fee Funded Pricing**

FIS (Metavante) will provide to the County transaction processing (merchant) services to existing and new applications under a Citizen/Convenience Fee Funded pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. This Option is specifically designed for those applications that do NOT qualify for the Visa Tax Program and which follow the standard set of rules and regulations that govern the Convenience Fees.

A fixed or variable convenience fee will be set up-front for all payment applications based on the average payment size of credit card transactionsⁱ. Once established, the fee would remain fixed for an initial period for all payment amounts for the payment application. After the initial period, the average payment amount would be reviewed regularly and adjusted if the average payment falls into a different pricing category. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different payment types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Visa Tax Program payment application.

Non-Tax Applicationsⁱⁱ		Convenience Feeⁱⁱⁱ
Average Payment Amount		
Payment Amount		Fees
From	To	\$
\$0.00	\$59.99	\$1.41
\$60.00	\$79.99	\$1.90
\$80.00	\$99.99	\$2.35
\$100.00	\$119.99	\$2.75
\$120.00	\$139.99	\$3.25
\$140.00	\$159.99	\$3.75
\$160.00	\$179.99	\$4.25
\$180.00	\$199.99	\$4.75
\$200.00	\$219.99	\$5.25
\$220.00	\$239.99	\$5.75
\$240.00	\$299.99	\$6.25
\$300.00	\$399.99	\$9.40
\$400.00	\$599.99	\$14.10
\$600.00	\$999.99	\$23.50
\$1,000.00	\$1,399.99	\$32.90
\$1,400.00	\$1,999.99	\$47.00
\$2,000.00	\$2,699.99	\$63.45
\$2,700.00	\$3,499.99	\$82.25
\$3,500.00	\$4,399.99	\$103.40
\$4,400.00	\$5,399.99	\$126.90
\$5,400.00	\$6,399.99	\$150.40
\$6,400.00	\$7,399.99	\$173.90
\$7,400.00	\$8,699.99	\$204.45
\$8,700.00	\$10,399.99	\$244.40

Ancillary Services	Rate	Frequency
Reporting and Statement Fee	Covered by Convenience Fee	Per Application Per Month
ACH and e-Check Returns	Covered by Convenience Fee	Per Event
Chargebacks & Adjustments	Covered by Convenience Fee	Per Event
Voice Authorizations	Waived	Per Event
Next Day Settlement Fee	n/a	Wired Funds Required
Wired Funds Fee	\$15.00	Per Event
Standard Settlement Fee	n/a	Included if Next Day Settlement and Wired Funds are not utilized.
ACH Settlement Fee	Waived	Per Event

Option B: Gateway - Agency Funded Fixed Rate Pricing

FIS will provide to the County transaction processing (merchant) services to existing and new applications under an Agency Funded Fixed Rate pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

Merchant Services	Rate	Frequency
Visa and MasterCard Discount Rate ^{iv}	2.25% ^v	Per Transaction and Volume
Discover Discount Rate	2.25% ^{vi}	Per Transaction and Volume
American Express Discount Rate	2.25% ^{vii}	Per Transaction and Volume
PIN or PINless Debit Card Discount Rate	2.25% ^{viii}	Per Transaction and Volume
BillMeLater Discount Rate	2.25% ^{ix}	Per Transaction and Volume
ACH/e-Check Discount Rate ^x	\$0.10	Per Transaction
Payment Processing Fee ^{xi}	0.05%	Per Volume
Transaction Based Rate ^{xii}	\$0.12	Per Transaction
Payment Gateway Fee - IP ^{xiii}	Waived	Per Transaction
Payment Gateway Fee - Dial ^{xiv}	Waived	Per Transaction

Ancillary Services	Rate	Frequency
Reporting and Statement Fee	Waived	Per Application Per Month
ACH and e-Check Returns	\$5.00	Per Event
Chargebacks and Adjustments	Waived	Per Event
Voice Authorizations	Waived	Per Event
Next Day Settlement Fee	n/a	Wired Funds Required
Wired Funds Fee	\$30.00	Per Event
Standard Settlement Fee	n/a	Included if Next Day Settlement and Wired Funds are not utilized.
ACH Settlement Fee	Waived	Per Event

Option C: Gateway - Agency Funded Interchange Pass-through Pricing

FIS will provide to the County transaction processing (merchant) services to existing and new applications under an Agency Funded Interchange Pass-through pricing model. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

Merchant Services	Rate	Frequency
Visa and MasterCard Interchange Rate ^{xv}	Pass-through ^{xvi}	Per Transaction and Volume
Discover Discount Rate	Pass-through ^{xvii}	Per Transaction and Volume
American Express Discount Rate	Pass-through ^{xviii}	Per Transaction and Volume
PIN or PINless Debit Card Network Rate	Pass-through ^{xix}	Per Transaction and Volume
BillMeLater Network Rate	Pass-through ¹⁰	Per Transaction and Volume
ACH/e-Check Discount Rate ¹¹	\$0.10	Per Transaction
Payment Processing Fee ¹²	0.05%	Per Volume

Merchant Services	Rate	Frequency
Transaction Based Rate ¹³	\$0.12	Per Transaction
Payment Gateway Fee – IP ¹⁴	Waived	Per Transaction
Payment Gateway Fee – Dial ¹⁵	Waived	Per Transaction

Ancillary Services	Rate	Frequency
Reporting and Statement Fee	Waived	Per Application Per Month
ACH and e-Check Returns	\$5.00	Per Event
Chargebacks and Adjustments	Waived	Per Event
Voice Authorizations	Waived	Per Event
Next Day Settlement Fee	n/a	Wired Funds Required
Wired Funds Fee	\$15.00	Per Event
Standard Settlement Fee	n/a	Included if Next Day Settlement and Wired Funds are not utilized.
ACH Settlement Fee	Waived	Per Event

Optional Product and Services Pricing (OPTIONAL SERVICES)

Custom Development Application and Services - FIS will provide to agency application and services to existing and new applications under a Hosted Environment Pricing Model utilizing development of a custom application. FIS reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type.

Custom Development Services	Rate	Frequency
New Application Setup	\$500.00	Per Application at Setup
API Development	\$2,500 + Resource Rate	Per Application
WEB Development	\$2,000 + Resource Rate	Per Application
IVR Development	\$3,500 + Resource Rate	Per Application
Resource Rate	\$150.00	Per Hour
IVR Voice Talent Recording	\$1000.00	Per Recording Event
Hosting and Maintenance	\$150.00	Per Application Per Month
Custom Application Service Provider Fee	\$0.10	Per Transaction
Application Training – Remote	Waived	Per event
Application Training – Onsite	\$2,500	Per event
Collateral Marketing – Design	Quoted per Campaign	Per Campaign
Collateral Marketing – Printing and Distribution	Quoted per Campaign	Per Campaign
IVR Line Fee ^{xx}	\$0.10	Per Minute

Endnotes:

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- ⁱⁱ If payments were currently not being accepted utilizing credit cards, the initial average payment amount would be calculated by increasing the overall average payment 30%.
 - ⁱⁱⁱ All applications ineligible for enrollment in the Visa Tax Program
 - ⁱⁱⁱ Acceptance of payment types as allowed by current rules and regulations.
 - ^{iv} Credit, Checkcard, and Signature Debit included
 - ^v Rate includes all Interchange Qualifications rates (per volume and per item fees), dues, acquirer fees, and assessments. This rate not all inclusive, other fees from this table may apply
 - ^{vi} Rate includes all Discover Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^{vii} Rate includes all American Express Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^{viii} Rate includes all Debit Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change if changed by the networks. This rate not all inclusive, other fees from this table may apply
 - ^{ix} Rate includes all BillMeLater Network rates (per volume and per item fees) and acquirer fees. These rates may vary by repayment timeframe (Standard and 90 Days with No Payments) and rates are subject to change solely if changed by the network. This rate not all inclusive, other fees from this table may apply.
 - ^x This rate not all inclusive, other fees from this table may apply.
 - ^{xi} Applies to the following Payment Types: Discover, American Express, Visa, MasterCard, PIN or PINless Debit, and BillMeLater
 - ^{xii} Payment Types included, Credit, and Debit.
 - ^{xiii} IP Based, All Payment Types included, Credit, Debit, and ACH.
 - ^{xiv} Dial Based, All Payment Types included, Credit, Debit, and ACH.
 - ^{xv} Credit, Checkcard, and Signature Debit included
 - ^{xvi} Pass-through includes all Interchange Qualifications rates (per volume and per item fees), dues, acquirer fees, and assessments. These rates may vary by card type, transactions, and over time, and rates are subject to change solely at the determination of the association or issuer. This rate not all inclusive, other fees from this table may apply
 - ^{xvii} Pass-through includes all Discover Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change solely at the determination of the network. This rate not all inclusive, other fees from this table may apply.
 - ^{xviii} Pass-through includes all American Express Network rates (per volume and per item fees) and acquirer fees. Rates are subject to change solely at the determination of the network. This rate not all inclusive, other fees from this table may apply.
 - ^{xix} Pass-through includes all Debit Network rates (per volume and per item fees) and acquirer fees. These rates may vary by network and rates are subject to change solely at the determination of the networks. This rate not all inclusive, other fees from this table may apply
 - ^{xx} IVR Based, All Payment Types included, Credit, Debit, ACH, successful or unsuccessful transactions.

EXHIBIT B SCOPE OF WORK

1.0 INTENT:

The intent of this contract is to provide County departments with Credit/Debit Card acceptance and processing services, ACH payments, and Credit/Debit Card processing services via the internet and IVR. Contractor shall at a minimum the contractor must be able to process American Express, Visa, MasterCard, Discover Card and bank debit card transactions both in a net revenue environment (traditional card acceptance) and in a gross revenue environment where the provider collects a convenience fee from the card holder.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.10, below)

2.0 SCOPE OF SERVICES:

2.0.1 PAYDIRECT INTERNET PAYMENT GATEWAY

The County's comprehensive electronic payment solution will interface with FIS' exclusive PayDirect Internet Payment Gateway for fast and reliable payment processing, as well as real-time Internet-based reporting. Our gateway has direct connections into the country's top payment processors allowing the County to accept all types of electronic payments including credit cards, debit cards, electronic checks, and even *BillMeLater*. FIS' payment gateway provides unparalleled reliability due to the sophisticated array of redundant systems and protocols in place. Further, our gateway is fully PCI DSS Level I compliant and is subjected to further security credentials ensuring the County and your customers are provided a highly secure electronic payment solution.

2.0.2 PAYDIRECT WEB

FIS' PayDirect Web solution provides the County with a highly secure, user-friendly Web payment application with a multitude of options to meet your particular payment processing needs. The County can integrate your existing application(s) with our payment gateway for secure processing and reporting (via our API), or FIS can implement our own Web payment application developed to meet your specific needs. Whether you want to validate customers and let FIS handle the payment portion, or you prefer that FIS handle the entire payment process from beginning to end, FIS has the right solution for you.

2.0.3 PAYDIRECT POS

FIS offers and supports a convenient line of Point-of-Sale (POS) solutions that enables County employees to perform an immediate, real-time authorization of a customer's account during face-to-face transactions. Our POS solutions also enable the processing of mailed-in payments, as well as payments taken in a call center environment. FIS deploys and supports the *VeriFone Vx series* terminals (or comparable models) for accepting face-to-face credit and debit payments. These terminals allow the option to process payments through either a dial-up or broadband connection.

2.0.4 PAYDIRECT IVR

FIS is capable of processing payments through existing County IVR applications via our API or can develop a fully functioning IVR system for the County. FIS' IVR solution supports multi-lingual scripts, confirmation via fax, e-mail, or voice, multiple ports for ease of scalability, and customer interaction via touch-tone or voice recognition.

2.1 PAYDIRECT MERCHANT SUPPORT SERVICES

2.1.1 Project Management

With decades of combined experience, FIS' Project Management team will implement the County's project in the most efficient manner while maintaining a high level of quality and satisfaction. Members of our staff are either Project Management Professional (PMP) certified or are preparing for their certifications. The team adheres to the standard Project Management Institute (PMI) processes and methodologies for all project implementations.

2.1.2 Relationship Management, Client Support, & Customer Support

FIS will provide full support services to the County through our Relationship Management, Client Support, and Customer Support teams. A dedicated Relationship Manager will work closely with County leaders to manage business-related issues throughout the lifecycle of the contract. The Relationship Manager will become the County's key contact, serving as a sounding board for ideas, a problem solver, and a source of information on new products, services, methods, and industry trends.

In addition, support services will be provided to the County and your customers through FIS' Client and Customer Support teams. Our Client Support staff will provide on-going support for all service-related issues, while Customer Support will offer assistance to the County's customers. Whether your customers want to make payments, need to verify payments, or have questions during the payment process, our support team is here to help 24/7. Our call center staff includes bi-lingual agents to offer support in English and Spanish.

2.1.3 Reporting

FIS provides reporting via our online reporting tool as well as through a Merchant Activity File that is made available for download via SFTP.

Our online reporting provides a suite of standardized reports, as well as the ability to create your own customized reports. The reporting tool allows the County to generate reports in real-time based on a variety of search criteria.

The Merchant Activity File is provided in a flat file format via SFTP after settlement cut time. This file allows the County to view successful transactions that occurred the previous business day and reconcile those transactions with bank transfers.

2.1.4 Marketing Services

FIS' experienced Marketing team knows how to increase public awareness and drive consumer adoption. Our team has successfully implemented marketing campaigns for governments of all sizes. Our team will collaborate with the County to ensure increased usage of your electronic payment solution.

FIS' PayDirect Solutions meets the requirements as outlined in the County's RFP by providing:

- 2.1.4.1 Secure processing of *all* types of electronic payments (credit cards, debit cards, and ACH/electronic checks) through our PCI DSS Level I compliant system;
- 2.1.4.2 Fully integrated, user-friendly payment applications that are flexible to meet the needs of all participating departments;
- 2.1.4.3 Automated system including receiving information, processing transactions, and funds settlement;
- 2.1.4.4 A single source for 48-hour settlement of all payment types through all payment channels;
- 2.1.4.5 A robust online reporting tool with information on all transactions and settlements in real-time;
- 2.1.4.6 Dedicated project and relationship management representatives;
- 2.1.4.7 On-going customer support and training; and,
- 2.1.4.8 Flexible funding options – Agency-Absorbed and/or Convenience Fee funding.

2.2 SCOPE OF WORK:

- 2.2.1 The objectives of this contract is the following:

2.2.1.1 Expand payment services.

2.2.1.2 Provide services to the County including Counter Transactions, internet processing and IVR system transactions.

FIS has read and understands.

2.3 TECHNICAL REQUIREMENTS:

2.3.1 Processor will provide a transaction processing system for all departments in the County. Processor shall provide daily and monthly sales summaries by department. Sale summary data will include date and time of transaction, card number, amount, authorization code, total per department and total. All items needed for processing this service must be supplied, including but not limited to, merchant draft, debit and credit slips, equipment, etc.

FIS' proposed solution is designed to be utilized by all departments in the County. The flexibility of our solution allows the County to utilize any or all payment applications. It is your choice. Additionally, payment types and methods are flexible and can be configured to meet the unique needs of each department or transaction type. Further, new departments, payment types, and payment methods can be quickly added providing a solution that will carry you well into the future. Additionally, our solution includes Web-based reporting in real-time allowing the County to generate daily and monthly sales summaries per department. Sales summaries will include the date/time of transaction, last 4 digits of the card number, amount, authorization code, total per department, and overall total. FIS agrees to supply the County with all items needed for electronic payment processing including, but not limited to, merchant draft, debit and credit slips, equipment, etc.

2.3.2 Contractor must settle monies to be deposited via ACH to the designated bank account within 48 hours of the transaction, even if bank account is not at the contractor's financial institution.

With *FIS Settle*, FIS will settle all funds to the County's designated bank account within 48 hours of the transaction. Please note, transactions occurring over the weekend or during a holiday will be settled the next business day. FIS can settle to any receiving depository FI.

2.3.3 Contractor must assign a contact person who is responsible for the overall account.

The County will be assigned a dedicated FIS Relationship Manager who will be responsible for the overall account.

2.3.4 Contractor must be able to process American Express, by using Split Dial or Reverse P.I.P.

FIS maintains a direct relationship with American Express, and is fully capable of processing American Express transactions without requiring Split Dial or Reverse P.I.P.

2.3.5 Contractors shall be able to process both Gross Amount Transactions (convenience fee) and traditional (net of fees) transactions.

FIS is fully capable of processing both Gross Amount Transactions (convenience fee) and traditional (net of fees) transactions.

2.3.6 Payment Types Accepted

FIS' payment gateway is fully capable of processing credit, signature debit, PIN debit, PINless debit, and smart cards. We process all major credit cards (Visa, MasterCard, American Express, and Discover), as well as other specialty cards that may be requested by the County. FIS can also process all major debit networks. In fact, FIS owns and operates NYCE, one of the country's largest debit networks. In addition, FIS accepts payment via e-check/ACH.

Below are a few examples of the types of electronic payment we accept and process.

- Accel
- AFFN
- Alaska Option
- American Express
- BillMeLater
- Carte Blanche
- Diners Club
- Discover
- Interlink
- JCB
- Maestro
- MasterCard
- NYCE
- Pulse
- Shazam
- STAR
- STAR East/STAR West
- Visa

2.3.7 Settlement

All settlement funds will be transmitted to an account(s) as designated by the County through automated clearing house (ACH) entries or wire transfer. FIS offers the following settlement models:

- ▶ *Direct Settle* –Processor settles funds directly to the County typically within 48-72 hours.
 - County receives multiple ACH entries and multiple settlement reports.
 - Settlement is facilitated by the Processor.
 - Limited support and validation of funds movement performed by FIS personnel.

- ▶ *FIS Settle* –Processor settles with FIS. Funds are then consolidated and settled with the County within 24-48 hours of transaction cut time.
 - Single Point Settlement – County receives one set of settlement reports and one Automated Clearinghouse (ACH) entry for all payment activity.
 - Settlement is facilitated by FIS.
 - Full support and validation of funds movement can be performed by FIS personnel.
 - Next day funds availability via pre-funding and wire transfer.

Settlement timing can vary based upon the type of payment being taken or the type of settings the County elects to use. The daily cut off time for next day deposit via Fedwire** is 12:00 a.m. CST. The daily cut off time for next day deposit via ACH is 12:00 p.m. CST. FIS can also deposit funds via ACH with a cut off time of 12:00 a.m. CST. Following is a typical settlement schedule by payment type and settlement method.

Payment Method	Transaction Day*	Direct Settle (ACH)	FIS Settle (ACH)	Pre-funded Settlement (Wire**)
Bankcard (MC/Visa)	Day 0	Day 2 (Business Days)	Day 2 (Business Days)	Day 1 (Business Days)
Non-Bankcard (Amex/Disc)	Day 0	Day 3 (Business Days)	Day 2 (Business Days)	Day 1 (Business Days)
E-Check	Day 0	Day 2 (Business Days)	Day 2 (Business Days)	Day 1 (Business Days)

* Transactions occurring over the weekend or during a holiday are settled the next business day.

**Wired settlement may incur additional expenses.

FIS offers consolidated and split settlement capabilities as well. Consolidated settlement allows the County to receive one deposit for *all* payment types providing a streamlined reconciliation process. Split settlement allows settlement funds to be split amongst designated departments. All settlement data, including a breakdown of fees per application, is available in real-time via our online reporting tool.

2.3.8 Processing Program

As one of the world's top banking and payment technologies provider, FIS has direct connections into the nation's largest payment processors, processing and technology relationships with 40 of the 50 top global banks, and owns and operates the NYCE ATM/PIN debit network. These affiliations, coupled with our highly secure and reliable Internet payment gateway and government payment applications, make up our processing program. The following provides a detailed description of how our processing program works.

Once a payment is submitted by the Citizen through the Agency by way of FIS' government payment application, a request is sent through FIS' gateway to the Acquirer. The Acquirer then sends the request to the Network who then sends it to the Issuer for approval. Once the Issuer accepts or declines the request, a response is sent back through the Network to the Acquirer to FIS' gateway indicating such. Our gateway then provides the approval or decline message through the payment application back to the Citizen.

For payments that are authorized and settled through FIS, the Issuer settles the funds through the Fed to the Acquirer. The Acquirer then sends the settlement through FIS' gateway to the ODFI which is then sent to the RDFI. The funds are then deposited into the Agency's bank account.

For payments that are authorized and settled through the Acquirer, the Issuer settles the funds through the Fed to the Acquirer. Rather than being sent through FIS' gateway, the funds are sent directly to the RDFI who then deposits the funds into the Agency's bank account.

While FIS' processing program works much like others that are available, it is unique in two aspects. One, FIS offers a custom payment application that has been designed specifically for use by government agencies. FIS has utilized our years of experience working with various government agencies and has tailored our application to meet the unique needs of our government merchants. In addition, FIS' program offers a unique settlement function. With FIS settlement, the timeframe for Visa, MasterCard, Debit, and E-Check is the same as if settled by the Acquirer. However, funds for American Express and Discover are settled more quickly. Further, with FIS settlement, the Agency receives one deposit for all payment types rather than multiple, separate deposits as with the Acquirer.

2.3.9 Proposed Solution

FIS proposes our comprehensive Web, IVR, and Point-of-Sale (POS) solution to the County for accepting various payments electronically. By partnering with FIS, the County will be able to contract with a single vendor for all needs related to electronic payments, providing a single source of accountability for services provided. The flexibility of our solution allows the County to utilize any or all payment applications. It is your choice. Additionally, payment types and methods are flexible and can be configured to meet the unique needs of each department or transaction type. Further, new departments, payment types, and payment methods can be quickly added providing a solution that will carry you well into the future. The payment solution is fully hosted by FIS and integrates into our PCI DSS Level I compliant payment gateway for payment processing, ensuring high reliability and security at all times. Our solution includes:

- Access to our reliable and highly secure Internet payment processing gateway;
- Web and IVR applications that enable electronic payments over the Internet and telephone;
- POS terminals that enable electronic payments at client offices;
- All types of electronic payment processing (credit cards, debit cards, ACH/electronic checks, and BillMeLater);
- A single source for settlement of all payment types through all payment channels;
- Robust online reporting with information on all transactions and settlements in real-time; and,
- Professional implementation, training, marketing, and support services.

The following is a detailed narrative of our merchant card processing services.

2.3.9.1 Paydirect Internet Payment Gateway

The electronic payment solution FIS deploys for the County will integrate into our fully-hosted Internet payment gateway for payment processing and real-time reporting. Our gateway provides comprehensive functionality and exceptional security and dependability. It is fully PCI DSS Level I compliant, and has further security credentials via our Independent Validation and Verification (IV&V) certification granted through the U.S. Treasury Department. The high level of availability provided by our gateway is accomplished through a sophisticated array of redundant systems and protocols.

Our gateway connects directly into the nation's largest payment processors allowing the County to accept an array of payment methods. It is fully capable of processing credit, signature debit, PIN debit, PINless debit, and smart cards. It processes all major credit cards (Visa, MasterCard, American Express, and Discover), as well as other specialty cards that may be requested. Our gateway can also process all major debit networks. In fact, FIS owns and operates NYCE, one of the country's largest debit networks. In addition, FIS' gateway offers both one-time and recurring ACH payments.

As a secure alternative to credit cards, FIS accepts payments via BillMeLater. This quick and easy payment option allows customers to enter their date of birth and last four digits of their social security number to obtain a line of credit. Within just a few seconds, status of the credit check is granted. Upon approval, payment is made on behalf of the customer by BillMeLater. Approximately 10 days after their purchase, customers are sent a statement by BillMeLater with payment due in about 25 days.

One of the unique facets of FIS' gateway is its ability to accept and track up to six (6) County-defined fields of data, known as "user parts", along with a payment transaction. In addition to the standard fields of data FIS tracks per transaction, user parts enable the County to store additional data inside each individual transaction. This data is made available through our online reporting tool, as well as the merchant activity file that is available to the County for download. By utilizing user parts, the County can customize the information contained in each transaction. User parts have a length of up to 255 characters and may include data such as citizen account numbers, street address, registration number, etc.

Additional attributes of our gateway include, but are not limited to:

- Full compliance with Visa, MasterCard, American Express, and Discover
- Real-time authorizations
- PCI and VISA Pilot program for surcharging
- IV&V Certification for U.S. Treasury Dept.
- Supports multiple payment channels and methods
- Split settlement capabilities
- Consolidated settlement capabilities
- Seamless integration with the County's existing website(s)
- Duplicate and fraudulent payment prevention
- Automatic convenience fee calculation
- Real-time, customizable payment reporting services via the Internet

2.3.9.2 Paydirect Web Application

Application Programming Interface (API) Payment Flow

FIS' Application Programming Interface (API) offers a quick and easy way for the County to integrate existing software packages, applications, and systems with our payment gateway. The procedures necessary for developing to our gateway are detailed in our *Web Payment Gateway (API) Specifications* document, which may be provided upon request. By following these specifications, the County or your third party development firm(s) may interface existing applications or software with our payment gateway for payment processing and real-time reporting.

Once a transaction is initiated via the API, data is sent to FIS' gateway through an HTTPS post. Once the post is received, the data is transmitted to the back-end processor. A response is then received back from the processor and our database is updated. Return data is then sent to the County.

Transactions occur in real-time with responses sent back to the County within seconds. This immediate response enables the County to immediately post payment data to your information system, providing a record of the results of the transaction.

2.3.9.3 Pass-through Payment Flow

FIS' Pass-Through Payment Flow allows the County to validate customers and present billing information on your existing website and then link customers to our secure website for the actual entry of sensitive payment information. This payment flow works by providing a payment site that seamlessly integrates with the County's existing website(s), eliminating the need for the County to handle, transmit, or otherwise "touch" sensitive payment information. The County validates customers through your systems, while payment information is collected by FIS. Through a unique identifier assigned by the County, the balance of the customer's account is passed through to the payment pages designed and maintained by FIS. User-entered payment amounts are also available based upon the County's preference. FIS will build *Payment Entry* and *Payment Confirmation* pages that look and feel just like the pages on the County's existing website, allowing customers to make payments confidently and securely. We pass information indicating success back to the County's website for receipt presentation. This also allows real-time updates to the County's system.

2.3.9.4 In-flight Payment Flow

FIS' In-Flight Payment Flow allows the County to validate customers and present billing information on your existing website and then link customers to our secure website for the actual entry of sensitive payment information. This payment flow works by providing a payment site that seamlessly integrates with the County's existing website(s), eliminating the need for the County to handle, transmit, or otherwise "touch" sensitive payment information. The County validates customers through your systems while payment information is collected by FIS. Through a unique identifier assigned by the County, the balance of the customer's account is passed through to the payment pages designed and maintained by FIS. User-entered payment amounts are also available based upon the County's preference. FIS will build *Payment Entry*, *Payment Confirmation*, and *Receipt* pages that look and feel just like the pages on the County's existing website, allowing customers to make payments confidently and securely.

Customers appreciate this option because they can conveniently make payments in just 3 easy steps.



1. *Payment Entry Page.* After the customer is validated at the County's website, he or she will access the payment page where payment information is keyed.
2. *Confirmation Page.* Once the payment information is keyed, a confirmation page displays allowing the customer to make any necessary changes.
3. *Receipt Page.* Upon submittal and authorization of the payment information, a printable receipt is provided with a confirmation number confirming the transaction.

2.3.9.5 Non-validating Payment Flow

FIS' Non-Validating Payment Flow provides a payment site, accessible through a unique URL, that allows a citizen to enter their own payment obligation information. We then collect all payment information. FIS will build *Obligation Entry*, *Payment Entry*, *Payment Confirmation*, and *Receipt* pages, creating a customer-friendly, easy-to-use payment portal.

2.3.9.6 Validating Payment Flow

FIS' Validating Payment Flow provides a payment site, accessible through a unique URL, with account validation and bill presentment capabilities. This payment flow allows customer account validation and the collection of payment details for all types of payments. It works by providing a Web-based transactional application that is accessed from the County's existing website via a unique URL. Through an end user load file that is provided by the County, FIS is able to validate user information and present proper billing details. We then collect all payment information. FIS will build *Account Validation*, *Bill Presentment*, *Payment Entry*, *Payment Confirmation*, and *Receipt* pages, creating a customer-friendly, easy-to-use payment portal.

Below is a basic outline of our standard bill presentment and payment process.



1. The *Welcome & Bill Lookup* is the first page of the website customers will access. In most cases, the Welcome page provides a general application overview, bill sample, and lookup field boxes.
2. The *Bill Presentment* screen is used to display the customer's bill electronically and typically shows information such as name, address, city, state, zip, and amount due on the account.
3. The *Payment Information* screen is used to capture credit card payment information. This page will also display any convenience fee being charged.
4. The *Confirmation* screen is an overview page showing similar account information as on the Bill Presentment page, as well as the customer's credit/debit card information as entered on the Payment Information page. The customer may cancel his or her transaction at any time prior to final submission of the confirmation page.
5. The *Receipt* provides the customer with a unique transaction ID confirming his or her transaction.

2.3.9.7 Paydirect POS

FIS offers and supports a convenient line of Point-of-Sale (POS) solutions that enables County employees to perform an immediate, real-time authorization of a customer's account during face-to-face transactions.

2.3.9.7.1 Swipe Devices

FIS deploys and supports the *VeriFone Vx* series terminals (or comparable models) for accepting face-to-face credit and debit payments. These terminals allow the option to process payments through either a dial-up connection, WiFi, Ethernet, or, in the near future, cellular. They have a small counter-top footprint and are an all-in-one terminal, printer, and PINpad.

For manual transactions, FIS deploys the *Bartizan Manual Swipe* credit card imprinter (or comparable model). This device is very durable and provides an affordable option for accepting manual transactions at the point-of-sale and serving as a back-up to electronic terminals.

2.3.9.7.2 Pin entry Devices




County departments processing debit transactions may incorporate a *VeriFone PP1000se* external PINpad (or comparable model). These devices offer a compact design that is perfect for customer-entered PIN numbers at the sales counter.

2.3.9.7.3 Check reader devices

For those departments interested in accepting checks at the point-of-sale, we offer the *MagTek MiniMICR* check reader (or comparable model). This device connects directly to the VeriFone terminals making check-based payments just as convenient as credit and debit.

2.3.9.8 Paydirect Multipay V1.5

FIS utilizes our own *PayDirect MultiPay* application for use with the point-of-sale terminals. This application has the following features:

- Countertop terminal application
- Host-based transaction batching
- Fast, scalable set-up and integration
- Employs shopping cart functionality for multiple payments
- Supports up to 20 custom line items
- Enables customer reference number tracking
- Sales, voids, and refunds
- Accepts PINless Debit, PIN Debit, Visa, MC, Amex, Discover, & e-Check
- Transaction reporting at a user/terminal level
- Supports multiple connection options including:
 -  Dial-up
 -  TCP/IP (via Ethernet LAN)
 -  Cellular wireless via Verizon or Sprint PCS
- Supports multi-merchant capabilities
- Supports multiple settlement accounts
- Enables "Payment Items" tracking
- Employs user authentication with access privileges
- Supports customer-defined disclaimer on receipts
- Detects duplicate payments with an option to override
- Employs verbal authorization capability

- Automated system stays current with the most up-to-date release
- Utilizes SSL encryption
- Supports multiple users on the same device

2.3.9.9 Paydirect Virtual Terminal

FIS offers our exclusive *PayDirect Virtual Terminal* as a browser-based terminal solution for the County. This solution allows the County to use your existing computers as POS terminals that communicate through the Internet to process a variety of payments. *PayDirect Virtual Terminal* is perfect for transactions occurring at the point-of-sale, processing mailed-in credit card payments, or for call centers accepting payments via live operators. Following is a list of key features of our virtual terminal solution:

- Fast, scalable setup and integration
- No additional peripherals required
- Shopping Cart for multiple payments
- Unlimited custom line items
- Reference number
- Sales and refunds
- Accepts PINless debit, PIN debit, Visa, MC, Amex, and Discover
- Transaction reporting

2.3.9.10 Paydirect IVR

FIS is fully capable of accepting and processing payments made through existing IVR systems, or can develop and host custom IVR applications for the County. For existing IVR systems, the County may utilize our *Web Payment Gateway (API) Specifications* document to switch payment processing over to FIS. The IVR solution FIS develops for the County will be based on Interactive Intelligence's Customer Interaction Center IVR application suite. It will be a fully functioning, fully hosted, and integrated system.

FIS' IVR offers all of the basic features and services of a stand-alone interactive voice response system. Some of these include:

- Graphical application design tool
- Host mainframe and database interfaces
- Communications with third-party software applications, and open APIs.
- Supports unlimited DNIS/DID numbers for multiple IVR applications based on dialed number
- Key-ahead prompting
- IVR while in queue
- IVR transfers

In addition, our IVR provides the most flexibility with interfaces to other applications, such as voice messaging, e-mail, and Web interactions. Examples include adding an HTML interface to the IVR application, faxing documents based on the type of transaction being performed, and screen pop-ups to ACD agents based on IVR input. By offering multiple channels of communication including voice, fax, Web, etc., customers can be served based on their preferred method of communication. An example is the choice of an immediate e-mail confirmation of a voice-enabled transaction or a confirmation via fax. Database driven applications may also be performed, such as offering customer-specific menus based on their unique account type or status. The IVR can also consume Web services for customer verification and updates.

2.3.9.10.1 Language and Scripting

In addition to being fully functional, the FIS IVR offers unlimited flexibility in scripting choices. IVR scripts are broken into subroutines thus offering maximum choices in scripting and linking menus and scripts. Additionally, FIS provides a wide selection of male and female voice talent to choose from for the development and recording of the script, as well as multiple languages even within the same IVR. Language options available include English, Spanish, Italian, Cantonese Chinese, German, and French. FIS will develop scripts for each application with the County's requested input and approval, allowing ample time for the Project Manager to review the copy and make suggestions before the actual voice recording.

2.3.9.10.2 Scalability and Reliability

FIS' IVR solution possesses the capability to address incoming call volume for peak and non-peak times. The capacity of our IVR system can be increased to accommodate thousands of simultaneous calls. This means that our large-scale IVR systems are easier to manage and deploy. Since our IVR system is also designed for mission critical dial tone applications, it offers increased reliability, especially for high-scale applications.

2.3.10 Describe your ability to process credit cards both traditional and pre-authorized cards

FIS is fully capable of processing both traditional and pre-authorized cards.

2.3.11 Describe your ability to process debit cards.

FIS' gateway processes signature debit, PIN debit, and PINless debit transactions.

FIS and our processing partners utilize a bin management system and real-time network connections to differentiate between credit and debit. Our processing partners have direct links to proprietary, regional, and national debit card networks, including our own ATM/PIN debit network, NYCE. As a third-party processor, we pay the connect charges, facilitate the communication link to the networks, and commit the resources to develop, certify, and maintain the interfaces to the various debit switches. From time to time, FIS makes upgrades to the debit interfaces to meet changes in rules and regulations or to enhance the product offering.

The network interfaces include facilities to automatically update bank identification numbers (BINS) for each network. BINS represent network-member banks and all on-line transactions and avoid accepting out-of-network cards. FIS and our chosen processor can download the BIN files to the location level when a store is accepting transactions in an off-line mode. Local BIN files prevent acceptance of an out-of-network card.

2.3.12 Describe your ability to process E-checks in an on-line environment.

FIS offers one-time e-check payment acceptance through all of our payment applications. E-checks are any transaction comprised of a check account number, bank routing number, and check number that is performed by any electronic means. The request goes through FIS' gateway where the system verifies that the account is drawn on an existing routing number. Like bankcards and non-bankcards, FIS settles electronic check transactions within two (2) business days from the transaction day.

2.3.13 Describe your ability to provide a check guarantee service.

While FIS does not currently provide a check guarantee service through our government payments solution, we will be happy to discuss this requirement with the County. FIS is a proven ACH processor with more than 400 financial institutions using FIS as their authorized ACH origination and/or receiving processor. FIS "catches and passes" more than 3 million items daily and processes more than \$1.7 trillion annually.

- 2.3.14 Describe the level of support that will be provided during the implementation and after implementation.
- At FIS, account representation is managed throughout the contract lifecycle using two different approaches.
- 2.3.14.1 Implementation Phase: During the development and implementation phases of the project, a dedicated Project Manager will be assigned to the County to act as a single point-of-contact. This resource will be responsible for facilitating all aspects of project communications and deliverables during the span of the project, as well as coordinating any training and technical support that may be required.
- 2.3.14.2 Post-Implementation Phase: Once the County's project is implemented, a formal hand-off will occur between FIS' Project Management and Relationship Management teams for continued support throughout the contract lifecycle. Your assigned FIS Relationship Manager will serve as the primary point-of contact for all business related matters. This resource will work closely with the County, as well as FIS' internal teams to ensure all issues and questions related to the payment processing solution are resolved and communicated in a timely manner. Further, your Relationship Manager will coordinate any additional training that may be necessary post-implementation.
- In addition, FIS' Client Support team will provide on-going support for all product, service, and technical related issues once the County's project is implemented.
- 2.3.15 Indicate any other programs, ancillary services and procedures that you will offer and that might benefit the county.
- For 35+ years, FIS has been providing innovative card processing solutions. Our Payment Solutions segment is focused on servicing the payment and electronic funds transfer needs of government agencies, U.S. banks, credit unions, automotive financial companies, commercial lenders, and independent community and savings institutions. Our product and service offerings in this segment include:
- 2.3.15.1 Debit and Electronic Funds Transfer. Our debit and electronic funds transfer processing options include multiple authorization options, settlement, and card management.
- 2.3.15.2 Merchant Processing. Our merchant processing provides everything an institution needs to manage its merchant portfolio including point-of-sale equipment, transaction authorization, draft capture, settlement, chargeback processing, and reporting.
- 2.3.15.3 Card Services. Thousands of clients utilize a combination of our technology and/or services to issue Vis, MasterCard or American Express branded credit and debit cards or other electronic payment cards for use by both consumer and business accounts, from card production and activation to an extensive range of fraud management services to value-added loyalty programs designed to increase card usage and fee-based revenues. The majority of our programs are full service, including most of the operations and support necessary for an issuer to operate a credit card program. We do not make credit decisions for our card issuing customers, nor do we fund their receivables.
- 2.3.15.4 Dynamic Loyalty and Rewards Programs. Loyalty and rewards programs help institutions improve customer account acquisition and retention rates, and further differentiate the brand. Once again, FIS is at the forefront of this market with more than 6,000 debit, credit, and checking account loyalty and rewards programs in place through its turnkey administration, dedicated cardholder website, and a full spectrum of professional customer and support services.
- 2.3.15.5 Prepaid Card Services. With over 200 million active accounts on file, we are one of the largest and most comprehensive providers of prepaid card services, including gift cards and reloadable cards, with end-to-end solutions for the development, processing, and

administration of stored value programs. FIS authorizes and processes more than 750 million transactions annually through our prepaid business.

2.3.16 Provide a description of all payment card reporting options.

2.3.16.1 Online reporting

FIS provides advanced, real-time transactional reporting via our online reporting tool. This tool allows authorized County employees to generate transaction, batch, and refund reports to verify and manage transaction history. The application is versatile in report creation and presentation, permitting users to omit displayed fields, change field names to coincide with customer/industry terminology, and save frequently generated reports. Reports may be grouped and sorted as well. In addition to the reporting features, refunds can be submitted and tracked online.

Our online reporting enables authorized users to run reports based on a variety of different search criteria. The *Basic Transaction Summary* report allows users to specify a date range and will return all the transactions that occurred within that date range along with a subtotal of those transactions. The *Advanced Transaction Summary* report allows users to search based on a number of different fields (last four of credit card number, receipt number, etc.) and will return all the transactions that matched that criteria. In addition, a *Batch Summary* report can be generated for any specific date. The Batch Summary is a single, consolidated report that allows for quick and easy reconciliation. This report shows the County what dollar amount will display in your settlement account that day. It includes the Batch ID, Settle Merchant Code, Batch Date, Status, Transaction Count, Total Amount, Adjust Count, Adjust Amount, and Batch Description. It also allows the County to drill down to individual batches and transactions per sales outlet. All reports are available 24 hours a day, 7 days a week. Transaction data is available for a period of 7 years.

Key features include:

- ✓ Transaction history review
- ✓ Customized reconciliation reports
- ✓ Transaction, monthly, refund, line item, and batch summary reports
- ✓ Location activity tracking
- ✓ Convenience fee reporting
- ✓ Credit card, debit card, and check volume analysis
- ✓ Ad-hoc queries using the search tool
- ✓ Display and print reports in chart or graph form
- ✓ Browse transaction level detail
- ✓ View new retrieval requests daily
- ✓ Export data to XML, CSV, TIFF, PDF, Web Archive, and Excel

2.3.16.2 Merchant Activity File

In addition to the online reporting, FIS generates a daily, custom *Merchant Activity File (MAF)* in a flat file format that may be retrieved via our secure FTP site. Produced at the close of business each day, this file allows the County to reconcile transactions and update systems with payment information. The Merchant Activity File is created 3 to 4 hours after settlement cut time and includes transaction data that is generated from settlement batches. The data files available within the merchant activity file are all data components associated within a transaction.

During the implementation process, FIS will collaborate with County personnel to develop a custom Merchant Activity File layout based on your individual specifications. Below are the various fields that may be included in the file.

Transaction ID	Time Stamp	Merchant Time Stamp
Merchant Account	Payment Type	Transaction \$ Amount
Convenience \$ Fee	Merchant's \$ Amount	Card/Check Last 4
Card/Check Extra Data	User Part 1	User Part 2
User Part 3	User Part 4	User Part 5
User Part 6	Account/Billing Full Name	Account/Billing Address
Account/Billing City	Account/Billing State	Account/Billing Zip
Account/Billing Email	Account/Billing Phone	Authorization Code

2.3.17 Describe in detail your dispute and chargeback processing procedures.

A full discussion of our dispute and chargeback procedures has been included as Exhibit B-1.

2.3.18 Provide a description and sample of monthly statement.

Within fifteen (15) days after month end, FIS will provide a detailed invoice to the County indicating all amounts due. Invoices are e-mailed monthly on company letterhead and include the billing address, remittance address, account number, invoice date and number, payment terms, and billing period. The detailed invoice will be itemized to include sales totals, interchange fees, dollar volume, markup, and total. It will also include any fees/dues and assessments, all other contractual processing costs, and ancillary fees. All payments may be paid via check, ACH, or wire transfer. Payment is typically due within thirty (30) days of receipt. FIS can also debit the County's account on the last day of the month, if desired

2.3.19 Describe your systems compatibility with Microsoft's Internet E-Commerce software package.

FIS provides an Application Programming Interface (API) and standard pass-through and endpoint model Web applications that are fully capable of integrating into any software package, including Microsoft's Internet E-Commerce software package.

2.3.20 Provide a list of types of terminals and printers (etc) you recommend?

FIS deploys and supports the following terminals for accepting face-to-face credit and debit payments:

Swipe Devices:	VeriFone Vx series
Manual Swipe Devices:	Bartizan Manual Swipe
PIN Entry Devices:	VeriFone PP1000se
Check Reader Devices:	MagTek MiniMICR

2.3.20.1 Will the terminals accept pin pads for debit card processing?

Yes. The VeriFone Vx series terminals have pin pads built-in for debit card processing. The VeriFone PP1000se can also be connected to allow for customer-entered PIN numbers at the point-of-sale.

2.3.20.2 If the terminal or printers malfunction, how quickly will they be replaced?

The following are procedures for repairing/replacing equipment.

2.3.20.2.1 Repair and Replacement

The County will notify FIS' Client Support team when equipment repair/replacement is necessary. All orders will be managed by FIS' POS Operations Manager.

The County will specify equipment type(s), terminal ID(s) (if applicable), serial number(s), download software application(s) and testing instructions for particular equipment devices to Client Support via established communication methods.

FIS will order fully refurbished replacement equipment of the same make and model and appropriate peripherals through deployment services vendor who will download software application and inject debit keys onto such equipment and test such software on the equipment before redeployment. If same make and model is not available, a compatible model will be ordered and shipped in order to expedite delivery of the replacement request.

FIS will print and include in the shipment, return shipping instructions for damaged/non-functioning equipment and/or peripherals.

2.3.20.2.2 On-Time Shipment

Qualifying orders for On-Time Shipment are defined as follows:

Cut Off: Qualifying orders must be submitted by the cut off times as *defined* in this section.

Repair/replacement orders 2:00 PM PT/5:00 PM ET

Just In Time certified items. Qualifying items are certified for Same Day Shipping.

Errors and Exceptions. Orders for which FIS or deployment services *vendor* encounters errors in the course of executing County specified configuration instructions do not qualify for inclusion in Same Day Shipping.

Orders submitted after Cut Off will not be counted on the day that they are submitted but will be counted on the following day.

2.3.21 Provide a description of all security features of your software and/or program.

Security of data is of the utmost importance to FIS. As such, we offer a fully PCI DSS Level I audited and compliant electronic payment solution. Our PCI process consists of an annual on-site audit performed by a Visa authorized security auditor. This audit includes one week at our location to perform vulnerability scans, but the overall process takes 6-8 weeks and includes a full audit of our security policies. We also are required to have a third party auditor perform quarterly vulnerability scans over the Internet. Ambiron TrustWave performs the annual on-site scan, as well as monthly announced and unannounced scans. Quarterly scans are performed by Security Metrics. Both of these companies can be found on the authorized auditor list at Visa.com.

In addition, FIS is subject to an annual IRS Security Audit that audits against NIST, FIPS 140-2, and FISMA requirements. These audits include application scanning, vulnerability scans, penetration testing, network scans, and other intrusive procedures.

To further ensure we provide a highly secure solution, FIS is monitored monthly by internal audits and quarterly scans performed by third party professionals. We are IRS IV & V certified and equipped with such advanced intrusion detection appliances as event correlation, packet filtering, and denial of service defense. Our payment system maintains multiple layers of security devices, firewalls, and NetScalers. Further, our systems have the ability to use Address Verification Service (AVS), Card Verification Value (CVV2), Card Validation Code (CVC2), Cardholder ID (CID), Card Security Code (3CSC), and other tools to prevent fraud and misuse.

FIS' systems are fully protected by Secured Socket Layer (SSL) security. Transaction information is audited, encrypted, and archived in a manner that meets or exceeds the standards defined by Visa, the IRS, and industry best practices. All financial and confidential data transmitted over the Internet is encrypted using a minimum of 128-bit Secure Socket Layer (SSL) encryption. FIS systems are also protected by Secure Sockets Layer (SSL) security, using a public certificate authority to ensure that connected clients are indeed on our systems.

We employ a role-based security approach by granting access to the data contained in our systems to authorized personnel only. Granting of access is made on a need-to-know basis and is terminated immediately when users no longer require access to the system. Access control features of MS WIN2K3 and SQL Server are used to grant access to data and functionality. Within Windows 2003, developers are granted the permissions necessary to modify application programs and access the

database. They are restricted to accessing only those administrative tools, utilities, and directories that are essential. Limited privilege accounts are established for transferring files from various interfacing systems/applications. The SQL Server DAC mechanisms are used to define and distinguish access permissions for users and groups within FIS and within the domain. FIS uses both intrusion detection and intrusion prevention systems along with firewalls and anti-virus programs to secure the system environments. We utilize Secure FTP and VPNs to exchange sensitive data.

Finally, FIS takes a multi-tiered approach to data security and system integrity in an environment with isolated logical and physical networks. This layered approach relies upon no single method to protect everything. FIS employs many highly advanced security hardware, software, and protocols to protect our system including:

- Cisco Monitoring, Analysis, and Response System (MARS) appliance hardware for network intrusion detection and prevention;
- Cisco MARS Event Correlation to examine and compare behavior across the networks and at various levels;
- Cisco Security Agent (CSA) for an endpoint intrusion detection system, protecting each machine on the network at a device level. This software prevents all actions on that machine and must be taught proper behavior. All other behavior is presumed malicious and is blocked;
- Intrusion Prevention Systems deployed on all networks, logical and physical; and,
- Use of a variety of overlapping monitoring tools so that there is no single reliance upon any single monitoring package and eliminating any single point of failure.

2.3.22 Usage Report:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

A quarterly usage report delineating the acquisition activity governed by the contract will be provided to the County by your assigned FIS Relationship Manager. The format of the report will be approved by the County and will contain the quantity and dollar value of each contract item by individual unit.

2.3.23 Training:

The Contractor shall provide training of County personnel in the use and care of the equipment as required.

FIS will provide full training services to County personnel as part of the initial project installation. We are committed to providing the highest quality training and education programs in the industry. Well-trained employees of both FIS and the County are vital to the electronic payment solution's success. As such, we will offer thorough education throughout the implementation process and in our continuing education programs.

Since each project is customized to a client's specific needs, we design and develop training on a case-by case basis. Our team has discovered that by working closely with the client throughout the design, development, and implementation of their project, the need for training is significantly reduced. As a result, the training program that we develop will be tailored to the County's particular needs and choice of electronic payment services.

Initial training focuses on utilizing all payment processing equipment and systems, utilizing administrative site functions, such as our online reporting tool, and fraud awareness. We also provide information regarding compliance and regulatory requirements. As new agencies implement the payment solution, we provide appropriate training to familiarize them with the electronic payment processing services as well.

We have a variety of training methods available:

- On-Site Instructor-led Workshops – FIS professionals are well equipped to conduct live training sessions at County facilities. We will provide all documentation related to training and only require that the County provide workstations with Internet access for demonstrations and hands-on exercises.
- Virtual Training – We utilize virtual training, via the Internet, to deliver many of our training programs, both for converting and existing clients. These virtual training programs, led by a live instructor, provide another efficient option for the County to participate in the training offered by FIS.
- Build-your-own Training Team - Our training professionals can conduct on-site, train-the-trainer sessions to assist the County in building your own training team. Our team can offer advice in creating training programs to complement our systems and fulfill the County's unique requirements.

Regardless of how the County would like to see your staff trained, FIS is extremely well versed at this task. We are happy to collaborate with the County in developing and implementing a training program that meets the specific needs of your employees. We are committed to providing on-going training and support as necessary.

2.3.24 List of Equipment Proposed

POS Equipment*

Swipe Devices:	VeriFone Vx series
Manual Swipe Devices:	Bartizan Manual Swipe
PIN Entry Devices:	VeriFone PP1000se
Check Reader Devices:	MagTek MiniMICR

FIS provides a fully hosted solution including the development, testing, staging, production, and reporting environments. No additional hardware or software will be required of the County, with the exception of any point-of-sale equipment the County wishes to utilize. FIS deploys and supports the terminals as listed above for accepting payments at the point-of-sale.

Additionally, County workstations must be able to connect to the Internet. All modern browsers should support FIS' payment applications. However, FIS conducts testing and our applications are best supported using Internet Explorer 5.5 or higher. FIS' online reporting tool is best supported on the Web browser Internet Explorer, version 6.0 or higher.

FIS will make every effort to deploy terminals as described. However, we may be required to deploy comparable models due to product discontinuation or compliance issues.

2.3.25 Other services:

Other services may be added to this contract with the agreement of both parties. These may include but are not limited to other offerings that the contractor may propose having to do with Payment Kiosks, Deposit Systems for various departments and pre-paid Credit (Gift/Incentive) Cards. These services shall be added as a contract amendment (see section 5.13 of the contract).

2.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

EXHIBIT B-1

TRANSACTION REVERSAL PROCEDURES

1.0 Transaction Reversal Procedures

During the normal course of electronic payment processing, transaction reversals are inevitable. Common reasons for credit/debit card reversals are duplicate processing, customer not recognizing the charge, and fraud. Examples of electronic check returns are insufficient funds, closed account, and incorrect account number. Transaction reversals include voids, refunds, chargebacks, and electronic check returns. The following provides FIS' standard procedures for each of these.¹

2.0 VOIDS & REFUNDS

Client personnel may be given the ability to initiate full or partial refunds on successful authorizations through FIS' online reporting tool. Authorized users may also initiate refunds directly at the point-of-sale. FIS never processes refunds without prior consent from the client. There are a variety of refund models that have been defined and FIS works with our clients to define the appropriate one for their customer base.

Transactions reversed prior to the cut-off time are considered "voided". These transactions never settle to the client's designated account. Transactions reversed after the cut-off time are considered "refunded". These transactions initially settle to the designated client account and are later reversed. The following void and refund processes are for credit and signature debit.

2.0.1 Void Process

1. Customer submits a card for payment.
2. A record is created in FIS' internal database and the request for authorization is sent through our payment gateway.
3. The request goes through the gateway, to the appropriate processor, to the card issuer (Bank, Card Company, or Credit Union) for authorization.
4. An "approval" is sent back through the processor to our payment gateway.
5. Notation is made in FIS' internal database and the customer receives a receipt confirming the success of his/her transaction.
6. FIS places the transaction in a batch with the backend processor. Transactions continue to accrue until the batch is closed.
7. Before the batch is closed, an authorized party (typically a representative from FIS or the client) initiates a void. The void removes the authorized transaction from the batch.
8. The batch is then settled at its normal time without the authorized transaction.
9. Once the deposit is made and reconciliation begins, the transaction will display as a transaction and void via the online reporting tool, thus balancing the credit and debit.

Note: The customer's card may retain the authorization for a period of 3-5 days. If this occurs, the customer may notice a "hold" on their available funds until the authorization is released by their card issuer.

2.0.2 Refund Process

10. Customer submits a card for payment.
11. A record is created in FIS' internal database and the request for authorization is sent through our payment gateway.

12. The request goes through the gateway, to the appropriate processor, to the card issuer (Bank, Card Company, or Credit Union) for authorization.
13. An “approval” is sent back through the processor to our payment gateway.
14. Notation is made in FIS’ internal database and the customer receives a receipt confirming the success of his/her transaction.
15. FIS places the transaction in a batch with the backend processor. Transactions continue to accrue until the batch is closed.
16. The batch is then settled and a deposit is made into the client’s settlement account.
17. After the batch has closed, an authorized party (typically a representative from FIS or the client) initiates a credit. The credit creates a new transaction in a later batch. This transaction goes through the same settlement process and eventually results in a debit to the client’s settlement account.
18. The client now has the deposit from the original batch (including funds for the transaction), as well as a debit from the later batch (removing the funds for the transaction).
19. Both transactions will display through the online reporting tool.

Note: This process will vary depending upon the refund model selected by the client.

2.1 CHARGEBACKS

A chargeback is a dispute resulting in reversed funds. FIS is committed to responding to both inquiry and chargeback notifications in a timely and thorough manner. The following describes the process of handling chargebacks and inquiries.

2.1.1 Inquiry vs. Chargeback

The typical chargeback scenario occurs when a cardholder receives his/her credit card statement and notices a charge that is not recognized. The cardholder calls the card Issuer and initiates one of two processes:

2.1.2 Request for Information (RFI) or Inquiry

This is simply a request from the card issuer to find out more information about the transaction.

2.1.2.1 Inquiry Initiation - The request comes from the cardholder through the card issuer, to the association, to the processor, to FIS, to the client. The cardholder may have to submit the request in writing for some inquiry types.

2.1.2.2 Response to Inquiry - The response to the inquiry follows the reverse path and must be completed within 30 days. FIS will provide as much time to respond back to the card issuer as possible, but is limited by the turnaround time of each step in the process.

2.1.2.3 Disposition – If the inquiry response is acceptable, the file is closed. If the inquiry response is not acceptable, the issuer can request more information or initiate a chargeback. Not all inquiries will result in a chargeback. However, if the client does not respond to the inquiry, a chargeback will occur.

2.2 Chargeback

A chargeback occurs when the card issuer reverses the transaction.

2.2.1 Chargeback Initiation - The request, usually in writing, comes from the cardholder through the card issuer, to the association, to the processor, to FIS, to the client. There are many reasons the card issuer may initiate a chargeback, such as fraud, duplicate transaction, or failure to receive service or merchandise, among many others.

2.2.2 Response to Chargeback Notification - This process must be initiated within 120 days from the transaction date. (This date may be different in some cases due to the circumstances of the issue. For example, a cardholder and the client may have agreed to refund the transaction. However, after a period of time, the cardholder does not receive the refund. The card issuer sets the initiation time period from the date of the last conversation between the client and cardholder.)

The process is usually completed within 45 days. FIS will provide as much time to respond back to the card issuer as possible, but is limited by the turnaround time of each step in the process.

2.2.3 Disposition – If the card issuer accepts the response from the client, the chargeback is reversed and the client is credited for the transaction. If not, the client's debit remains.

In some cases, a new chargeback on the same transaction may occur. In these cases, the same chargeback process will go into effect.

The main difference between an inquiry and a chargeback is that at the time the chargeback is initiated, the card issuer reverses the transaction and debits FIS' bank account. FIS will invoice/debit the client's account in accordance with the merchant agreement.

2.2.4 Causes of Chargebacks

While there are many reasons to initiate a chargeback, the most frequently noted reasons include:

2.2.4.1 Service Not Received – This most often occurs when the customer has incorrectly keyed his/her identification or bill number. Notices are later sent stating that funds are still due.

2.2.4.2 Duplicate Transaction – This includes charges that may be clear duplicates, but were missed by our duplicate checking system. They may also include transactions that the customer believes to be duplicates, but are unique to us.

2.2.4.3 Charge Unrecognized – The customer does not recognize the description on his/her card statement.

2.2.4.4 Required Information Not Provided – If a retrieval request is not answered to the satisfaction of the card issuer or customer, they may respond with a full chargeback. In this case, the customer may not recognize the charge and is trying to obtain documentation.

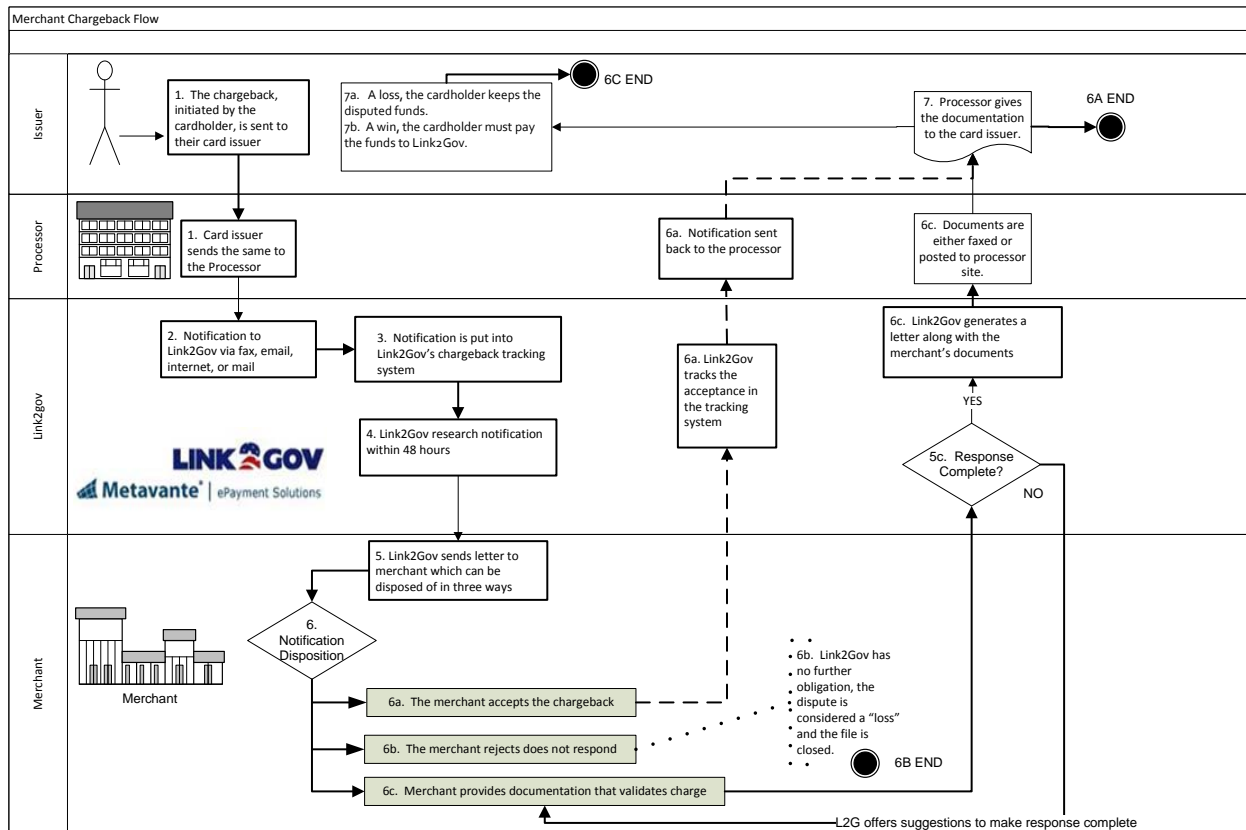
2.2.5 Overview of the FIS Chargeback Process

1. The chargeback, initiated by the cardholder, is sent to the card issuer who, in turn, sends it to the processor.
2. The processor sends the chargeback notification to FIS via fax, e-mail, Internet, or mail.
3. When FIS receives an inquiry or chargeback from the processor, it is entered in our chargeback database within 24 hours of receipt.
4. FIS then reviews and researches each chargeback or inquiry to determine if we can respond on behalf of the client. This review is typically completed within 48 hours after being entered into the chargeback database.
5. After the review and research, FIS sends a letter (via e-mail or fax) to the client describing the cardholder action that has taken place and requests additional available information and support from the client regarding the nature of the transaction and its validity. (FIS will provide as much time as possible for the client to respond, but the timeframe is not controlled by FIS.) The client receives one of two letters and a request for any additional information necessary for responding to the dispute. The specific letter is based on the following:
 - An inquiry was received and the client needs to provide additional information in order for FIS to respond to the request.
 - A chargeback was received and the cardholder's money was returned by the bank. The client needs to provide additional information in order for FIS to respond to the request.
6. The notification can be disposed as follows:
 - The client accepts the chargeback. FIS tracks the acceptance and sends the notification back to the processor.
 - The client rejects the chargeback, but does not respond. FIS has no further obligation. The dispute is considered a "loss" and the file is closed.
 - The client provides documentation that validates the charge. FIS reviews the response. If the response is complete, FIS forwards it to the processor within 24 hours from receipt of the letter. If the response is incomplete, FIS responds back to the client and offers suggestions for completing the response. If the client does not respond back in one (1) day or the remaining time left to respond, FIS forwards the incomplete response to the processor.
7. The processor gives the documentation to the card issuer.
8. The card issuer returns a decision to the processor, and the processor sends a response to FIS.
9. If the chargeback is considered a loss, the cardholder keeps the disputed funds.
10. If the chargeback is considered a win, the cardholder's financial institution returns the funds to FIS.

Note: A cardholder can dispute a chargeback decision a second time.

Note: American Express and Discover are both the Card Issuer and the Processor.

Chargeback Flow



2.2.5.1 Merchant Chargeback Notification

Clients participating in the credit card system must be aware of the cardholder's right to chargeback a transaction. Clients should be aware of the following:

- ✓ A chargeback is initiated by the cardholder's issuing bank, not FIS.
- ✓ The chargeback process is one which ordinarily favors the cardholder rather than the client.
- ✓ A chargeback does not mean that the client is without recourse. What it may mean, however, is that the client will have to pursue a private collection action against the customer.
- ✓ A cardholder's right to chargeback is very broad. The cardholder simply has to file a verbal or written dispute with the card issuer. The issuer must then charge the item back.
- ✓ An authorization does not guarantee the sale should the cardholder dispute it.
- ✓ A cardholder has significant rights to return merchandise. Should the cardholder claim he/she was not made aware of the disclosure (the client's return policy), a chargeback may likely be initiated.

- ✓ FIS is simply the messenger when a chargeback is initiated by a cardholder. FIS must process the chargeback to the client's account per the Card Association's rules and regulations.

2.2.5.2 Responses to Inquiries and Chargebacks

When the client responds to an inquiry or chargeback, the response should specifically address the reason for the chargeback. For example, if the chargeback is due to a duplicate transaction, the response should address the nature of both transactions in a language that is easily understood. If print screens are used to provide proof of the transactions, they should also be easily understood. They should not provide redundant information. Please be aware that the issuer already knows two transactions occurred. The issuer wants to ensure the transactions were not made in error.

2.2.5.3 Chargeback Decisions and Fees

FIS does not make any decisions regarding the disposition of a chargeback request or dispute. FIS simply facilitates the provision of information so that a final decision can be made.

FIS invoices the client on a monthly basis for the previous month's activities. Invoice generation is not dependent on resolving chargeback disputes.

2.2.5.4 Chargeback Terms

Term	Definition
AVS	Address Verification Service - A service that compares the street and zip that we send to the processor to those listed on the cardholder's account.
Chargeback	The financial reversal of the whole transaction or part of the transaction.
CVV2	Card Verification Value 2 = The 3-digit number on the back of the card used to verify that the card is in the hands of the customer.
Disclosures	Refund and other policies that must be listed on a printable receipt or near the signature line.
Card Issuer	The financial institution that issued the credit card in question.
Merchant Bank	The financial institution that FIS utilizes to process credit cards.
Retrieval Request	The request made by the card issuer to the merchant for certain information.

2.2.5.5 Electronic Check Returns

For electronic checks that are returned for insufficient funds, FIS makes an additional attempt to collect. In the situation where the customer has entered an incorrect checking account number, FIS attempts to contact the customer to resolve the issue. For all items deemed uncollectible, FIS documents those items separately in the daily electronic file. The daily ACH comprises a credit for the payments received and a debit to the client's account for the adjustments processed. If FIS is not permitted to debit a client's account, we will work with the client to determine an alternate process that is suitable to both parties.

FIDELITY INFORMATION SERVICES (FIS), 113 SEABOARD LANE, SUITE A-250, FRANKLIN, TN 37067

PRICING SHEET: 9462501

Terms:	NET 30
Vendor Number:	2011000346 0
Telephone Number:	615/665-6715
Fax Number:	615/665-6762
Contact Person:	Andrea Brumley
E-mail Address:	andrea.brumley@fisglobal.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2016.